

- 5.1.3.1 Consistent with the obligations of telecommunications carrier operators, CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing relay services.
- 5.1.3.2 Relay services shall be capable of handling any type of call normally provided by telecommunications carriers unless the Commission determines that it is not technologically feasible to do so. Relay service providers have the burden of proving the infeasibility of handling any type of call.
- 5.1.3.3 Relay service providers are permitted to decline to complete a call because credit authorization is denied.
- 5.1.3.4 Relay services shall be capable of handling pay-per-call calls.
- 5.1.3.5 TRS providers are required to provide the following types of TRS calls:
 - Text-to-voice and voice-to-text
 - VCO, two-line VCO, VCO-to-TTY, and VCO-to-VCO
 - HCO, two-line HCO, HCO-to-TTY, HCO-to-HCO
- 5.1.3.6 TRS providers are required to provide the following features:
 - Call release functionality
 - Speed dialing functionality
 - Three-way calling functionality
- 5.1.4 Voice Mail and Interactive Menus. CAs must alert the TRS user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. Relay providers shall electronically capture recorded messages and retain them for the length of the call. Relay providers may not impose any charges for additional calls, which must be made by the relay user in order to complete calls involving recorded or interactive messages.
- 5.1.5 TRS providers shall provide, as TRS features, answering machine and voice mail retrieval.
- 5.1.6 Emergency Call Handling Requirements for TTY-Based TRS Providers. TTY-based TRS providers must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he/she had dialed 9-1-1 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner.
- 5.1.7 STS Called Numbers. Relay providers must offer STS users the option to maintain at the relay center a list of names and telephone numbers which the STS user calls. When the STS user requests one of these names, the CA must repeat the name and state the telephone number to the STS user. This information must be transferred to any new STS provider.
- 5.2 Technical Standards
 - 5.2.1 ASCII and Baudot. TRS shall be capable of communicating with ASCII and Baudot format, at any speed generally in use.
 - 5.2.2 Speed of Answer
 - 5.2.2.1 TRS providers shall ensure adequate TRS facility staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.
 - 5.2.2.2 TRS facilities shall, except during network failure, answer eighty-five percent (85%) of all calls within ten (10) seconds by any method which results in the caller's call

immediately being placed, not put in a queue or on hold. The ten (10) seconds begins at the time the call is delivered to the TRS facility's network. A TRS facility shall ensure that adequate network facilities shall be used in conjunction with TRS so that under projected calling volume the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network. Describe how your company will meet and/or exceed this requirement. **(POINTS AVAILABLE)**

5.2.2.2.1 The call is considered delivered when the TRS facility's equipment accepts the call from the local exchange carrier (LEC) and the public switched network actually delivers the call to the TRS facility.

5.2.2.2.2 Abandoned calls shall be included in the speed-of-answer calculation.

5.2.2.2.3 A TRS provider's compliance with this rule shall be measured on a daily basis.

5.2.2.2.4 The system shall be designed to a P.01 standard. Describe how the TRS will be monitored and measured, including frequency, to validate P.01 service is maintained. **(POINTS AVAILABLE)**

5.2.2.2.5 A local exchange carrier (LEC) shall provide the call attempt rates and the rates of calls blocked between the LEC and the TRS facility to relay administrators and TRS providers upon request.

5.2.3 Equal Access to Inter-exchange Carriers. TRS users shall have access to their chosen inter-exchange carrier through the TRS, and to all other operator services, to the same extent that such access is provided to voice users.

5.2.4 TRS Facilities. TRS shall operate every day, twenty-four (24) hours a day.

5.2.5 TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use.

5.2.6 Technology. No regulation set forth in this subpart is intended to discourage or impair the development of improved technology that fosters the availability of telecommunications to person with disabilities. TRS facilities are permitted to use Signaling System 7 (SS7) technology or any other part of similar technology to enhance the functional equivalency and quality of TRS. TRS facilities that utilize Signaling System 7 (SS7) technology shall be subject to the Calling Party Telephone Number rules set forth at 47 CFR 64.1600 et seq.

5.2.7 Caller ID. When a TRS facility is able to transmit any calling party identifying information to the public network, the TRS facility must pass through, to the called party, at least one of the following:

- The number of the TRS facility
- 7-1-1
- The 10-digit number of the calling party

5.3 Functional Standards

5.3.1 Consumer Complaint Logs

5.3.1.1 States and inter-state providers must maintain a log of consumer complaints including all complaints about TRS in the state, whether filed with the TRS provider or the State, and must retain the log until the next application for certification is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.

5.3.1.2 States and TRS providers shall submit summaries of logs indicating the number of complaints received for the twelve (12) month period ending May 31 to the Commission by July 1 of each year.

- 5.3.2 **Contact Persons.** State TRS Programs, inter-state TRS providers, and TRS providers that have state contracts must submit to the Commission a contact person and/or office for TRS consumer information and complaints about a certified State TRS Program's provision of intra-state TRS, or, as appropriate, about the TRS provider's service. This submission must include, at a minimum, the following:
- The name and address of the office that receives complaints, grievances, inquiries, and suggestions;
 - Voice and TTY telephone numbers, fax number, e-mail address, and web address; and
 - The physical address to which correspondence should be sent.
- 5.3.3 **Public Access to Information.** Carriers, through publication in their directories, periodic billing inserts, placement of TRS instructions in telephone directories, through directory assistance services, and incorporation of TTY numbers in telephone directories, shall assure that callers in their service areas are aware of the availability and use of all forms of TRS. Efforts to educate the public about TRS should extend to all segments of the public, including individuals who are hard of hearing, speech disabled, and senior citizens as well as members of the general population. In addition, each common carrier providing telephone voice transmission services shall conduct ongoing education and outreach programs that publicize the availability of 7-1-1 access to TRS in a manner reasonably designed to reach the largest number of consumers possible.
- 5.3.4 **Rates.** TRS users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.

6.0 ADDITIONAL TELECOMMUNICATIONS RELAY SERVICE (TRS) TECHNICAL REQUIREMENTS

ALL SPECIFICATIONS IN THIS SECTION ARE MANDATORY

It is the State of Wisconsin's intention to offer its citizens high quality and dependable telecommunications relay service. As such, the following additional specifications must be addressed in the RFP process.

Responses to requirements must be statements "does comply" or "does not comply" followed by detailed explanation of those statements.

- 6.1 Proposer's TRS center supporting resulting contract of this RFP shall be located within the United States.
- 6.2 TRS customers shall be able to place calls through the TRS relay from within Wisconsin to any point in the world as well as place calls from all points outside Wisconsin to any point within Wisconsin.
- 6.3 TRS system shall be capable of answering incoming 7-1-1 calls first in voice mode, then TTY, and then ASCII. System shall partition incoming 7-1-1 calls from other toll-free incoming calls for monitoring purposes.
- 6.4 TRS shall use the following toll-free telephone numbers:
 - 800-947-6644 Voice
 - 800-947-3529 TTY
 - 800-272-1773 ASCII
 - 800-267-8867 ASCII
 - 800-833-7637 Speech-to-Speech
 - 800-833-7813 Spanish-to-Spanish

Contractor shall be responsible for coordinating publication of these telephone numbers in all telephone company directories that are distributed within the State. Publication in the telephone company directories shall also include an explanation of Telecommunications Relay Services.

The State retains ownership of these toll-free telephone numbers and any other publicly published telephone numbers associated with Telecommunications Relay Service in the State of Wisconsin.

- 6.5 TRS providers shall provide the following types of TRS calls in addition to the minimum required in § 64.604 of the FCC mandatory minimum requirements:
 - TTY-to-TTY
 - Reverse two-line VCO
 - Spanish-to-Spanish
 - Other non-English language translation, if available
- 6.6 VCO and HCO shall be on a level that allows TRS customers to adequately hear and/or be heard. Explain how VCO and HCO will be offered and detail what the TRS customer will experience. **(POINTS AVAILABLE)**
- 6.7 TRS system shall have call transfer capabilities, e.g., CA to CA.
- 6.8 TRS system shall provide calling party intercept messages. Describe how intercept messages will be used during service affecting events. **(POINTS AVAILABLE)**
- 6.9 TRS circuits used to process calls to any relay center owned and operated by the proposer must participate in the Telecommunications Service Priority (TSP) program with a minimum priority level three (3) as defined at URL <http://tsp.ncs.gov/tsp/abouttsp.html>. Describe and provide supporting documentation of proposer's participation in TSP.

- 6.10 CA performance of their relay function shall be physically located and performed within proposers' TRS center(s) facility ONLY. Telecommuting shall not be allowed with the exception of those situations outlined in Section 6.20, Disaster Recovery, Continuity of Operations, Pandemic Plans, of this RFP.
- 6.11 Workspace Accommodations for Call Privacy and Confidentiality. TRS center(s) shall be constructed and operated in such a manner as to ensure call privacy and confidential CA workspace. CA workspace equipment and structural accommodations shall prevent relay users on one call from overhearing a CA processing another call. Such incidents shall be considered a breach of confidentiality on the part of the TRS contractor.
- 6.12 TRS system shall provide CA's the ability to request a supervisor's assistance by initiating an audible and visual alarm with a touch of a button that clearly identifies the location of the CA.
- 6.13 Security. TRS center(s) shall be constructed and operated in such a manner that access to CA position workplace is denied to the public and unauthorized employees of the proposer. Proposer shall describe what measures shall be in place to secure the TRS center(s) from unauthorized access and malicious actions from both outside and from within the TRS centers' physical and logical environments.
- 6.14 Speech-to-Speech
- 6.14.1 Proposer shall allow speech-to-speech TRS users to choose, either on a call-by-call basis and in their customer profile, whether or not the other party shall be allowed to hear the speech disabled person's voice. This applies to both calling and called party users.
- 6.14.2 All CAs who may handle a speech-to-speech call, including currently employed and potential new hires, shall have their hearing tested prior to handling speech-to-speech calls to measure their ability to understand people with a variety of speech disabilities. Hearing test shall score at a minimum:
- Ninety-two percent (92%) or higher in each ear using a fifty (50) word W-22 or NU6 (Northwestern University Auditory Test No. 6 word list) speech recognition test.
 - Hearing acuity of 20 decibel (dB) or less in each ear using a pure tone test.
- 6.14.3 Proposer shall obtain a written hearing test result for each CA providing TRS speech-to-speech from an audiologist that is State licensed or certified by the American Speech-Language-Hearing Association with a Certificate of Clinical Competence in Audiology (CCC-A). Upon request proposer shall provide written verification that CAs either meet or exceed the speech-to-speech requirements of this RFP.
- 6.15 Customer Profile Database. Proposer shall incorporate software capable of storing a Customer Profile Database for TRS users who request this function. Proposer shall describe their Customer Profile Database including automated databases, education/outreach for TRS users about customer profiles, description of database content, ease/reliability of using customer profiles, security protection, and TRS user access to their customer profile. **(POINTS AVAILABLE)**
- 6.16 Toll-Free Telephone Support (Customer Service). Proposer shall provide toll-free telephone number(s) that are accessible from anywhere within the State for the purpose of telephone support (customer service) for TRS users. Proposer shall describe telephone support (customer service) that will be provided including telephone numbers, business hours, accessibility and types of customer services that will be offered. **(POINTS AVAILABLE)**
- 6.17 Billable Minutes, Contractor Reimbursement and State Invoice
- 6.17.1 Contractor shall invoice the State billable minutes as follows:
- Time for each billable minute shall be recorded to the nearest one one-hundredth (1/100th) of a minute;
 - All billable minutes from the calendar month shall be added and rounded to the nearest minute; and,
 - This total shall be the amount of billable minutes billed to the State.

- 6.17.2 Contractor shall not bill the State for billable minutes used during which the calling party receives intercept messages attributed to service affecting events.
- 6.17.3 Contractor shall be responsible for seeking reimbursement for the processing of inter-state and international calls from the FCC appointed fund administrator. At present NECA functions in this capacity.
- 6.17.4 FCC and NECA reimbursed minutes, including intra-state, inter-state, international and toll-free shall be reported to the State's Contract Administrator on the State's monthly invoice.
- 6.17.5 Contractor's monthly invoice to the State shall include a statement certifying the accuracy of all data used to generate the charges. Information regarding the individual authorized by the contractor to certify accuracy of data shall be on the invoice including a signature line, signature, e-mail address, fax number and telephone number.
- 6.17.6 Contractor's monthly invoice to the State shall be received by DOA's Contract Administrator by the twenty-first (21st) of each month.
- 6.18 Education and Outreach **(POINTS AVAILABLE)**
- 6.18.1 Proposer shall provide an education and outreach program for TRS customers. This shall be accessible statewide, in a format easily understood by the customer and updated as changes to the TRS occur. Describe the program you will use for this purpose. Identify all staff associated with this activity.
- 6.18.2 Proposer shall promote the TRS by advertising the existence and use of TRS in Wisconsin. Describe what methods of advertisement you will utilize and provide sample media materials.
- 6.18.3 Identify and describe other promotional materials designed to document the TRS telephone numbers, provide general instruction on the use of TRS, STS, etc. Proposer must attach sample materials.
- 6.18.4 Proposer shall be responsible for monitoring that every telephone company directory in Wisconsin clearly and accurately lists the TRS access numbers. Additionally, explanation of TRS services shall be printed in each directory. Proposer's annual billing inserts or direct mailing activities educating the public about TRS shall be encouraged. Problems in this regard shall be reported to DOA's Contract Administrator. Describe how this will be accomplished.
- 6.19 Technology Development. The State shall be allowed to participate in pilot programs as emerging TRS technologies develop. Describe the process that will be used to advise the State of new TRS technologies and the process to participate in pilot programs. **(POINTS AVAILABLE)**
- 6.20 Disaster Recovery, Continuity of Operations and Pandemic Plans
- 6.20.1 Proposer shall have plans, documented in writing, for disaster recovery, continuity of operations and pandemic. These plans shall deal with all types of natural and man-made disasters including, but not limited to, terrorism, loss of structure(s), loss of infrastructure, loss of switching equipment, telephone line cut and pandemic type illness. Plans shall contain detailed levels of escalation that shall be deployed for handling of potential disasters to provide continuity of TRS operations with little or no impairment to the relay services.
- 6.20.2 Disaster recovery, continuity of operations and pandemic plans shall be:
- Reviewed and updated as necessary to accommodate changes in staff, contact information, etc.
 - Communicated within proposer's organization.
 - Safeguarded in multiple locations in multiple formats (e.g., electronic, printed, etc.).
- 6.20.3 Upon request proposer shall provide a copy of their disaster recovery, continuity of operations and pandemic plans to the State for review.
- 6.21 Notification of Disaster to the State of Wisconsin. Contractor shall notify DOA's Contract Administrator, using a mutually agreed upon format(s) and method of contact, within fifteen (15) minutes of any disaster

or event that impedes access to or processing of TRS operations affecting multiple callers for a period of more than thirty (30) minutes.

- 6.22 Written Report Following Notification of Disaster to the State. Contractor shall provide to DOA's Contract Administrator, using a mutually agreed upon format(s) and method of delivery and within three (3) calendar days following TRS resumption of operation after a Notification of Disaster to the State, a written report containing, but not limited to, the following information:
- How the problem occurred.
 - When the problem occurred.
 - What was required to correct the problem.
 - Time and date with the relay resumed full operation.

Inability on behalf of the proposer to meet this requirement may result in assessment of liquidated damages in accordance with Section 10.4 of this RFP.

- 6.23 Telecommunications Relay Service Reports
- Monthly reports will be generated by the contractor to DOA's Contract Administrator and must be received by the twenty-first (21st) of each month. Reports shall include, but are not limited to:
- Number of CAs hired.
 - Blockage, based on P.01 standard.
 - Number of daily incoming calls broken down by abandoned, general assistance and busy.
 - Number of completed outgoing TRS calls.
 - Average daily call handling time (total time a customer is connected to a CA), in seconds, broken down by talk time, call set-up and call wrap-up time.
 - Average daily CA answer time, in seconds, with a range of answer times for the month.
 - Number of calls broken down in the following length of call increments:
 - 0 to 5 minutes
 - 5+ to 10 minutes
 - 10+ to 15 minutes
 - 15+ to 20 minutes
 - 20+ to 30 minutes
 - 30+ to 40 minutes
 - 40+ to 50 minutes
 - 50+ to 60 minutes
 - 60+ minutes
 - Number of call types and total minutes for the following:
 - Intra-state
 - Inter-state
 - Local
 - International
 - Outbound toll-free numbers
 - Spanish
 - Inbound 7-1-1
 - Speech-to-Speech
 - Outbound 900/976
 - Directory assistance
 - Number of calls originated in the following categories:
 - Voice
 - Spanish
 - TTY
 - ASCII
 - VCO
 - HCO
 - Speech-to-Speech
 - VCO to VCO
 - A composite annual report

- Total percent of inbound call minutes handled in Contractor's primary TRS facility serving Wisconsin TRS customers v.s. total percent of inbound call minutes handled in any other Contractor TRS facility serving Wisconsin TRS customers

DOA's Contract Administrator may request changes in report format and content. Any deviation from the report format identified in proposer's response to this RFP will be done at no additional cost to the State. Proposer shall offer sample reports reflecting the preceding information.

7.0 FCC MANDATORY MINIMUM STANDARDS FOR CAPTIONED TELEPHONE RELAY SERVICE (CTS)

ALL SPECIFICATIONS IN THIS SECTION ARE MANDATORY

FCC Regulations for the Provision of Captioned Telephone Relay Services (CTS) pursuant to Title IV of the Americans with Disabilities Act (ADA), Pub. L. No. 101-336, § 401, 104 Stat.327, 366-69 (adding Section 225 to the Communications Act of 1934), as amended, 47 U.S.C. § 225. Following are MANDATORY MINIMUM STANDARDS of 47 C.F.R. § 64.601 – 64.606 that must be met by all proposers.

CTS Relay shall meet all provisions of FCC CC Docket No. 98-67 DECLARATORY RULING released August 1, 2003 with exception of the following: STS, HCO, CA requirements (interpretation of typewritten American Sign Language (ASL), oral-to-type tests, not refusing single or sequential calls, gender preferences), interrupt functionality, call release, and ASCII and Baudot format.

Responses to FCC mandatory minimum standards must be statements “does comply” or “does not comply” followed by detailed explanation of those statements.

7.1 Operational Standards

7.1.1 Confidentiality and Conversation Content

7.1.1.1 Except as authorized by section 705 of the Communications Act, 47 U.S.C. 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content.

7.1.1.2 CAs are prohibited from intentionally altering a relayed conversation and, to the extent that it is not inconsistent with federal, state or local law regarding use of telephone company facilities for illegal purposes.

7.2 Technical Standards

7.2.1 Speed of Answer

7.2.1.1 CTS providers shall ensure adequate CTS facility staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

7.2.1.2 CTS facilities shall, except during network failure, answer eighty-five percent (85%) of all calls within ten (10) seconds by any method which results in the caller’s call immediately being placed, not put in a queue or on hold. The ten (10) seconds begins at the time the call is delivered to the CTS facility’s network. A CTS facility shall ensure that adequate network facilities shall be used in conjunction with CTS so that under projected calling volume the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network. Describe how your company will meet and/or exceed this requirement. **(POINTS AVAILABLE)**

7.2.1.2.1 The call is considered delivered when the CTS facility’s equipment accepts the call from the local exchange carrier (LEC) and the public switched network actually delivers the call to the CTS facility.

7.2.1.2.2 Abandoned calls shall be included in the speed-of-answer calculation.

7.2.1.2.3 A CTS provider’s compliance with this rule shall be measured on a daily basis.

7.2.1.2.4 The system shall be designed to a P.01 standard. Describe how the CTS relay will be monitored and measured, including frequency, to validate P.01 service is maintained. **(POINTS AVAILABLE)**

- 7.2.1.2.5A local exchange carrier (LEC) shall provide the call attempt rates and the rates of calls blocked between the LEC and the CTS facility to relay administrators and CTS providers upon request.
- 7.2.2 Equal Access to Inter-exchange Carriers. CTS users shall have access to their chosen inter-exchange carrier through the CTS, and to all other operator services, to the same extent that such access is provided to voice users.
- 7.2.3 CTS Facilities. CTS shall operate every day, twenty-four (24) hours a day.
- 7.2.4 CTS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use.
- 7.2.5 Technology. No regulation set forth in this subpart is intended to discourage or impair the development of improved technology that fosters the availability of telecommunications to person with disabilities. CTS facilities are permitted to use Signaling System 7 (SS7) technology or any other part of similar technology to enhance the functional equivalency and quality of CTS. CTS facilities that utilize Signaling System 7 (SS7) technology shall be subject to the Calling Party Telephone Number rules set forth at 47 CFR 64.1600 et seq.
- 7.2.6 Caller ID. When a CTS facility is able to transmit any calling party identifying information to the public network, the CTS facility must pass through, to the called party, at least one of the following:
- The number of the CTS facility
 - The 10-digit number of the calling party
- 7.3 Functional Standards
- 7.3.1 Consumer Complaint Logs
- 7.3.1.1 States and inter-state providers must maintain a log of consumer complaints including all complaints about CTS in the state, whether filed with the CTS provider or the State, and must retain the log until the next application for certification is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.
- 7.3.1.2 States and CTS providers shall submit summaries of logs indicating the number of complaints received for the twelve (12) month period ending May 31 to the Commission by July 1 of each year.
- 7.3.2 Contact Persons. State CTS Programs, inter-state CTS providers, and CTS providers that have state contracts must submit to the Commission a contact person and/or office for CTS consumer information and complaints about a certified State CTS Program's provision of intra-state CTS, or, as appropriate, about the CTS provider's service. This submission must include, at a minimum, the following:
- The name and address of the office that receives complaints, grievances, inquiries, and suggestions;
 - Voice and TTY telephone numbers, fax number, e-mail address, and web address; and
 - The physical address to which correspondence should be sent.
- 7.3.3 Public Access to Information. Carriers, through publication in their directories, periodic billing inserts, placement of CTS instructions in telephone directories, through directory assistance services, and incorporation of TTY numbers in telephone directories, shall assure that callers in their service areas are aware of the availability and use of all forms of CTS. Efforts to educate the public about CTS should extend to all segments of the public, including individuals who are hard of hearing and senior citizens as well as members of the general population. In addition, each common carrier providing telephone voice transmission services shall conduct ongoing education and outreach programs in a manner reasonably designed to reach the largest number of consumers possible.

- 7.3.4 Rates. CTS users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.

8.0 ADDITIONAL CAPTIONED TELEPHONE RELAY SERVICE (CTS) TECHNICAL REQUIREMENTS

ALL SPECIFICATIONS IN THIS SECTION ARE MANDATORY

It is the State of Wisconsin's intention to offer its citizens high quality and dependable captioned telephone relay service. As such, the following additional specifications must be addressed in the RFP process.

Responses to requirements must be statements "does comply" or "does not comply" followed by detailed explanation of those statements.

- 8.1 Proposer's CTS center supporting resulting contract of this RFP shall be located within the United States.
- 8.2 CTS customers shall be able to place calls through the CTS relay from within Wisconsin to any point in the world as well as place calls from all points outside Wisconsin to any point within Wisconsin.
- 8.3 CTS relay shall use the following toll-free telephone numbers:
 - 888-269-7477 Captioned Telephone (Voice and TTY)
 - 866-670-9134 Captioned Telephone (Spanish-to-Spanish)

Contractor shall be responsible for coordinating publication of these telephone numbers in all telephone company directories that are distributed within the State. Publication in the telephone company directories shall also include an explanation of Captioned Telephone Relay Services.
- 8.4 CTS system shall provide calling party intercept messages. Describe how intercept messages will be used during service affecting events. **(POINTS AVAILABLE)**
- 8.5 CA performance of their CTS function shall be physically located and performed within proposer's CTS center(s) facility ONLY. Telecommuting shall not be allowed with the exception of those situations outlined in Section 8.13, Disaster Recovery, Continuity of Operations, Pandemic Plans, of this RFP.
- 8.6 Workspace Accommodations for Call Privacy and Confidentiality. CTS center(s) shall be constructed and operated in such a manner as to ensure call privacy and confidential CA workspace. CA workspace equipment and structural accommodations shall prevent CTS users on one call from overhearing a CA processing another call. Such incidents shall be considered a breach of confidentiality on the part of the CTS Contractor
- 8.7 CTS system shall provide CA's the ability to request a supervisor's assistance by initiating an audible and visual alarm with a touch of a button that clearly identifies the location of the CA.
- 8.8 Security. CTS center(s) shall be constructed and operated in such a manner that access to CA position workplace is denied to the public and unauthorized employees of the proposer. Proposer shall describe what measures shall be in place to secure the CTS center(s) from unauthorized access and malicious actions from both outside and from within the CTS centers' physical and logical environments.
- 8.9 Toll-Free Telephone Support (Customer Service). Proposer shall provide toll-free telephone number(s) that are accessible from anywhere within the State for the purpose of telephone support (customer service) for CTS users. Proposer shall describe telephone support (customer service) that will be provided including telephone numbers, business hours, accessibility and types of customer services that will be offered. **(POINTS AVAILABLE)**
- 8.10 Billable Minutes, Contractor Reimbursement and State Invoice
 - 8.10.1 Contractor shall invoice the State billable minutes as follows:
 - Time for each billable minute shall be recorded to the nearest one one-hundredth (1/100th) of a minute;
 - All billable minutes from the calendar month shall be added and rounded to the nearest minute; and,
 - This total shall be the amount of billable minutes billed to the State.

- 8.10.2 Contractor shall not bill the State for billable minutes used during which the calling party receives intercept messages attributed to service affecting events.
- 8.10.3 Contractor shall be responsible for seeking reimbursement for the processing of inter-state and international calls from the FCC appointed fund administrator. At present NECA functions in this capacity.
- 8.10.4 FCC and NECA reimbursed minutes, including intra-state, inter-state, international and toll-free shall be reported to the State's Contract Administrator on the State's monthly invoice.
- 8.10.5 Contractor's monthly invoice to the State shall include a statement certifying the accuracy of all data used to generate the charges. Information regarding the individual authorized by the contractor to certify accuracy of data shall be on the invoice including a signature line, signature, e-mail address, fax number and telephone number.
- 8.10.6 Contractor's monthly invoice to the State shall be received by DOA's Contract Administrator by the twenty-first (21st) of each month.
- 8.11 **Education and Outreach (POINTS AVAILABLE)**
- 8.11.1 Proposer shall provide an education and outreach program for relay customers. This shall be accessible statewide, in a format easily understood by the customer and updated as changes to the CTS relay occur. Describe the program you will use for this purpose. Identify all staff associated with this activity.
- 8.11.2 Proposer shall promote the CTS relay by advertising the existence and use of CTS in Wisconsin. Describe what methods of advertisement you will utilize and provide sample media materials.
- 8.11.3 Identify and describe other promotional materials designed to document the CTS relay telephone numbers, provide general instruction on the use of CTS relay, etc. Proposer must attach sample materials.
- 8.11.4 Proposer shall be responsible for monitoring that every telephone company directory in Wisconsin clearly and accurately lists the CTS relay access numbers. Additionally, explanation of CTS relay services shall be printed in each directory. Proposer's annual billing inserts or direct mailing activities educating the public about CTS relay services shall be encouraged. Problems in this regard shall be reported to DOA's Contract Administrator. Describe how this will be accomplished.
- 8.12 **Technology Development.** The State shall be allowed to participate in pilot programs as emerging CTS relay technologies develop. Describe the process that will be used to advise the State of new CTS technologies and the process to participate in pilot programs. **(POINTS AVAILABLE)**
- 8.13 **Disaster Recovery, Continuity of Operations and Pandemic Plans**
- 8.13.1 Proposer shall have plans, documented in writing, for disaster recovery, continuity of operations and pandemic. These plans shall deal with all types of natural and man-made disasters including, but not limited to, terrorism, loss of structure(s), loss of infrastructure, loss of switching equipment, telephone line cut and pandemic type illness. Plans shall contain detailed levels of escalation that shall be deployed for handling of potential disasters to provide continuity of CTS relay operations with little or no impairment to the CTS relay services.
- 8.13.2 Disaster recovery, continuity of operations and pandemic plans shall be:
- Reviewed and updated as necessary to accommodate changes in staff, contact information, etc.
 - Communicated within proposer's organization.
 - Safeguarded in multiple locations in multiple formats (e.g., electronic, printed, etc.).
- 8.13.3 Upon request Proposer shall provide a copy of their disaster recovery, continuity of operations and pandemic plans to the State for review.

- 8.14 Notification of Disaster to the State of Wisconsin. Contractor shall notify DOA's Contract Administrator, using a mutually agreed upon format(s) and method of contact, within fifteen (15) minutes of any disaster or event that impedes access to or processing of CTS relay operations affecting multiple callers for a period of more than thirty (30) minutes.
- 8.15 Written Report Following Notification of Disaster to the State. Contractor shall provide to DOA's Contract Administrator, using a mutually agreed upon format(s) and method of delivery and within three (3) calendar days following CTS relay resumption of operation after a Notification of Disaster to the State, a written report containing, but not limited to, the following information:
- How the problem occurred.
 - When the problem occurred.
 - What was required to correct the problem.
 - Time and date with the CTS relay resumed full operation.

Inability on behalf of the proposer to meet this requirement may result in assessment of liquidated damages in accordance with Section 10.4 of this RFP.

- 8.16 Captioned Telephone Relay Service Reports
- Monthly reports will be generated by the contractor to DOA's Contract Administrator and must be received by the twenty-first (21st) of each month. Reports shall include, but are not limited to:
- Blockage, based on P.01 standard.
 - Number of daily incoming calls broken down by abandoned, general assistance and busy.
 - Number of completed outgoing CTS relay calls.
 - Average daily call handling time (total time a customer is connected to a CA), in seconds, broken down by talk time, call set-up and call wrap-up time.
 - Average daily CA answer time, in seconds, with a range of answer times for the month.
 - Number of calls broken down in the following length of call increments:
 - 0 to 5 minutes
 - 5+ to 10 minutes
 - 10+ to 15 minutes
 - 15+ to 20 minutes
 - 20+ to 30 minutes
 - 30+ to 40 minutes
 - 40+ to 50 minutes
 - 50+ to 60 minutes
 - 60+ minutes
 - Number of call types and total minutes for the following:
 - Intra-state
 - Inter-state
 - Local
 - International
 - Outbound toll-free numbers
 - Spanish
 - Outbound 900/976
 - Directory assistance
 - A composite annual report
 - Total percent of inbound call minutes handled in Contractor's primary CTS relay facility serving Wisconsin CTS relay customers v.s. total percent of inbound call minutes handled in any other Contractor CTS relay facility serving Wisconsin CTS relay customers

DOA's Contract Administrator may request changes in report format and content. Any deviation from the report format identified in proposer's response to this RFP will be done at no additional cost to the State. Proposer shall offer sample reports reflecting the preceding information.

9.0 COST PROPOSAL

9.1 General Instructions on Preparing Cost Proposals

The cost proposal(s) must be submitted in a separate envelope(s) with the written proposal. TRS and CTS cost proposal(s) will be scored individually using a standard quantitative calculation where the most points will be awarded to the proposal with the lowest cost. Various costing methodologies and models are available to analyze the cost information submitted to determine the lowest costs to the State. The State will select one method and use it consistently throughout its analysis.

9.2 Format for Submitting Cost Proposals

The cost proposal(s) will be scored using proposer responses on the Pricing Sheet(s) attached to this RFP (Appendix A for TRS and Appendix B for CTS).

9.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for ninety (90) calendar days starting on the due date for proposals.

9.4 Firm Pricing

Proposer's offer to the State shall remain firm for the life of the contract(s).

Price reductions passed on to other customers because of a lowering of costs in the relay industry are to be offered at the same ratio to the State. Prices may be lowered at any time. Failure on the part of the contractor to promptly accord such industry-wide price decreases to the State may constitute a breach and the contract(s) may be cancelled. DOA's SBOP reserves the right to award any cancelled contract(s) to the next lowest proposer if it is determined to be in the State's best interest.

10.0 SPECIAL CONTRACT TERMS AND CONDITIONS

10.1 Cutover

Proposer(s) will be ready to relay calls **on a date to be mutually agreed upon as determined during negotiations of the final contract(s).**

Proposer must provide a plan for transitioning the Telecommunications Relay Service and/or Captioned Telephone Relay Service from the current provider(s) to the successful proposer(s) relay service(s). This plan(s) must describe, at a minimum, public relations efforts, site locations, timeframes for staff, and a cutover procedure that will ensure a transparent transition to the new relay service(s).

10.2 Confidential/Proprietary Agreement

Include the form "Designation of Confidential and Proprietary Information" (DOA-3027) and state that nothing in this RFP response is considered either confidential or proprietary.

10.3 Payment Requirements

Monthly invoice for payment shall be sent to the State at the following address and under the conditions specified in this RFP:

Department of Administration, Division of Enterprise Technology
Attention: Jack R. Cassell, Relay Contract Administrator
101 East Wilson Street, 8th Floor
P.O. Box 7844
Madison, WI 53707-7844

10.4 Liquidated damages

Contractor acknowledges that damages will be incurred by the State for each working day past a scheduled delivery date of contractor's non-compliance with contract conditions. Contractor shall agree that the State shall have the right to liquidate through deduction from the contractor's invoices or by direct billing of the contractor in the event an alternate provider is needed to ensure the continuance of relay in the State.

Contractor and the State acknowledge that these damages are difficult to precisely determine. Both parties agree that a reasonable estimate of damages shall be twenty-five hundred dollars (\$2,500) per day for contractor's failure to meet scheduled delivery dates, and twenty-five hundred dollars (\$2,500) per day per

incident of contractor's non-compliance with contract conditions. The State shall be the sole judge of when liquidated damages will be assessed.

The State shall assess liquidated damages in the event contractor fails to begin relay service as specified in this RFP. In addition to liquidated damages, contractor shall also be responsible for charges to the State at rates equal to the cost of continuance of relay service with incumbent contractor.

The State shall assess liquidated damages in the event contractor's relay (TRS and/or CTS) experiences a service outage in excess of any two (2) hours within a twenty-four (24) hour period. Liquidated damages shall be assessed in the amount of the number of hours of the service outage multiplied by the average number of billed hours in the prior calendar month. The State shall NOT assess liquidated damages should the service outage be the result of a national emergency, natural disaster or fire, provided contractor follows all requirements and procedures of this RFP for Notification of Disaster to the State and Written Report Following Notification of Disaster to the State (Sections 6.20 and 6.21 for TRS; Sections 8.13 and 8.14 for CTS).

The State may assess liquidated damages for the following conditions:

- Failure on behalf of contractor to deliver reports required in this RFP, to DOA's Contract Administrator with the mutually agreed upon content, format, method of delivery and by the twenty-first (21st) of each month (Section 6.23 for TRS; Section 8.16 for CTS).
- Failure on behalf of contractor to deliver monthly invoice described in this RFP, to DOA's Contract Administrator by the twenty-first (21st) of each month (Section 6.17 for TRS; Section 8.10 for CTS).
- Report statistics, measured daily, indicate contractor has failed to provide a grade of service measuring P.01 or better.
- Report statistics, measured daily, indicate contractor's relay Average Speed of Answer (ASA) failed to answer eighty-five percent (85%) of calls within ten (10) seconds with the ten (10) seconds beginning at the time the call is presented to the relay's network.

10.5 Financial Stability

The State may also want to consider asking potential contractor(s) to validate their financial viability, i.e. demonstrate that they are not at risk of bankruptcy, etc. The State reserves the right to reject any proposal where debt ratios are too high, or the company is in bankruptcy proceedings.

The following will be a required condition of the final contract(s) resulting from this RFP.

There is no pending or known potential claim, planned, action or other event of any nature that could individually or in together materially impair contractors' ability to perform this contract. Without limiting the generality of this representation, contractor is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not presently contemplate filing any bankruptcy petition, and is not aware that any person plans to file an involuntary petition in bankruptcy against it.

This contract(s) will terminate immediately if contractor commences a case or other proceeding (whether voluntary or involuntary) seeking any of (1) liquidation, reorganization, rehabilitation, receivership, conservatorship, or other relief with respect to such entity or its debts under any bankruptcy, insolvency or similar law now or hereafter in effect; (2) the appointment of a trustee, receiver, liquidator, custodian or similar official or such entity or any substantial part of its business or property; (3) the consent of such entity to any of the relief described in (1) above or to the appointment of any official described in (2) above or any such case or other proceeding involuntarily commenced against such entity; or (4) the entry of an order for relief as to such entity under the federal bankruptcy laws are not or hereafter in effect.

10.6 Ownership of Information and Data

The following will be a required condition of the final contract(s) resulting from this RFP.

The State shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor(s) pursuant to this contract.

Proposer must guarantee that it has the full legal right of materials, supplies, relay customer service telephone numbers, and equipment necessary to execute this contract(s). The contract(s) price shall without exception include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract(s). It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any claims.

This information (Telecommunications Relay Service Customer Profile Database) will be transferred as stated in the FCC TRS Order, I.C.3.82, that TRS Customer Profile Database be transferred from an outgoing TRS contractor to the incoming successful TRS proposer. Such data must be transferred in usable form at least sixty (60) days prior to the provider's last day of service, in order to ensure minimum disruptions to customer calls. The information shall be transferred in an ASCII delimited format or other State acceptable format.

10.7 Executed Contract to Constitute Entire Agreement

In the event of contract(s) award, the contents of this RFP (including all attachments), RFP addenda and revisions, and the proposal of the successful proposer, and additional terms agreed to, in writing, by the agency and the contractor shall become part of the contract. Failure of the successful proposer to accept these as a contractual agreement may result in a cancellation of award.

The following priority for contract documents will be used in descending order if there are conflicts or disputes.

Applicable State of Wisconsin Statutes and Regulations
Official State Contract
State Request for Proposal Dated May 15, 2009 (Issue date)
Terms and Conditions (Standard and Supplemental)
Vendor's Proposal, as accepted by the State, Dated July 1, 2009 (Due date)

11.0 STANDARD TERMS AND CONDITIONS

The State of Wisconsin reserves the right to incorporate standard State contract provisions into any contract negotiated with any proposal submitted responding to this RFP (Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681)). Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

Standard Terms And Conditions (Request for Bids/Proposals)

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

3.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

4.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.

5.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

6.0 PRICING AND DISCOUNT: The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

7.0 UNFAIR SALES ACT: Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

8.0 ACCEPTANCE-REJECTION: The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts..
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees.
- Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The State reserves the right to negotiate higher limits, or to require lower limits, as may be determined from time to time by the State of Wisconsin's Bureau of Risk Management.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 The parties do not contemplate that the Contractor will develop any new innovations specifically for the State of Wisconsin as a condition of this Contract and Contractor shall retain the ownership of all copyrights or patents on hardware, software, features, and other such technology that it uses to provide the relay service on the effective date of this Contract. Any future patents or copyrights on technology or materials developed in the ordinary course of Contractor's relay business shall at all times remain the property of Contractor. However, the parties acknowledge that the State may require the Contractor to develop certain technological features, innovations, or materials during the term of this Contract for which the State shall have ownership or for which the parties may negotiate on a case-by-case basis.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month

period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are

not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.



Supplemental Standard Terms and Conditions for Procurements for Services

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)
- He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

12.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.4. Blank forms are attached.

Request For Proposal (DOA-3261)

Designation of Confidential and Proprietary Information (DOA-3027)

Vendor Information (DOA-3477)

Vendor Reference (DOA-3478)

NOTE:

Proposer **must** submit complete references for each portion of this RFP that is specific to the relay service for which your company is offering a proposal(s) (e.g., TRS, CTS or both). Two (2) blank Vendor Reference forms are attached, one labeled TRS and the other labeled CTS.

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal #27927-LAA includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

- 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

This document can be made available in accessible formats to qualified individuals with disabilities.

VENDOR INFORMATION

1. BIDDING / PROPOSING COMPANY NAME _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

2. Name the person to contact for questions concerning this bid / proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

5. CEO / President Name _____

This document can be made available in accessible formats to qualified individuals with disabilities.

VENDOR REFERENCE

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name _____

Address (include Zip +
4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip +
4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip +
4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

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STATE OF WISCONSIN

Bid / Proposal #

DOA-3478 (R12/96)

**27927-LAA for CTS
Proposals**

VENDOR REFERENCE

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name _____

Address (include Zip +
4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip +
4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip +
4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

This document can be made available in accessible formats to qualified individuals with disabilities.

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE
STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
AND
SPRINT COMMUNICATIONS COMPANY, L.P.

THIS CONTRACT is made and entered into by and between the State of Wisconsin ("State"), represented by the Department of Administration ("Department"), and Sprint Communications Company, L.P. ("Contractor").

WHEREAS, the Department deems it advisable to engage the professional services of the Contractor, and it appears that such services can be performed more economically under a contract; and

WHEREAS, the Contractor has signified willingness to provide professional services for Telecommunications Relay Service and Captioned Telephone Relay Service to the Department:

NOW THEREFORE, in consideration of the premises and of their mutual and dependent agreements, the parties hereto agree to set forth in this Contract the governing terms and conditions, and shall incorporate into this Contract by reference all terms and condition of RFP-27927-LAA ("RFP") including amendments and the Contractor's Response, including best and final costing that are not in conflict with this Contract. If a conflict exists among provisions within the documents that form this Contract, the following order of precedence will apply: (a) this Contract, including all relevant attachments; (c) those terms and conditions in the Contractor's Response to Customer's RFP deemed to have been accepted by the State; and (d) the State RFP-27927-LAA.

This Contract is complete and valid as of the date signed by the Secretary of the Department of Administration. The Contractor shall provide professional services to the State beginning December 29, 2009, at 12:01 a.m., Central Standard Time. This Contract shall remain in effect for five (5) years following the mutually agreed-upon Contract beginning date.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
101 E. Wilson Street
Madison, Wisconsin 53703-3405

SPRINT COMMUNICATIONS
COMPANY, L.P.
12524 Sunrise Valley Drive
Reston, Virginia 20196

Michael L. Morgan, Secretary

William P. White

BY: 
Michael L. Morgan

BY: 

TITLE: Secretary of Administration

TITLE: Vice President, Federal Programs

DATE: 11/16/09

DATE: Nov. 13, 2009

CONTRACTOR FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 43-1408007

I. DEFINITIONS

- **2-Line VCO** means the capability allowing a deaf or hard of hearing Relay user to speak directly to the standard telephone user via the Relay and to be able to receive responses typed in text by the CA. Two separate telephone lines are needed to use this feature. One of those two lines must have three-way calling service enabled by the local telephone company.
- **7-1-1** means a three-digit code that enables both voice and Teletypewriter users to be connected to a TRS CA from anywhere in the United States.
- **9-1-1** means a three-digit code that enables both voice and Teletypewriter users to be connected to emergency services from anywhere in the United States.
- **Abandoned Call** means an incoming call reaching the TRS and/or CTS Relay but not answered by a CA.
- **ADA Title IV/FCC Requirements** means Title IV of the Americans with Disabilities Act (ADA) – Telecommunications services for hearing-impaired and speech-impaired individuals codified at 47 U.S.C. s. 225. A current copy may be found at www.fcc.gov/cgb/dro/title4.html.
- **ANI** means Automatic Number Identification, a telephone network feature that passes the number of the telephone the caller is using to the Relay center, real-time.
- **Appropriate PSAP** means either a PSAP that the caller would have reached if the caller had dialed 9-1-1 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner.
- **ASCII** means American Standard Code for Information Interchange, an 8-bit code that can operate at any standard transmission Baudot rate from 300 to 14,400.
- **Baud or Baudot** means a measure of transmission speed related to TTY Transmission over an analog telephone line.
- **Billable Minutes** means the actual recorded length of time (conversation minutes) during which the Relay is connected to the Calling Party and the Called Party excluding Call Set-Up and Call Wrap-Up times. This definition applies to both TRS and CTS.
- **Blocked Call** means any call to the TRS or CTS Relay that receives a busy signal, therefore is blocked from entering the Relay center queue.
- **CA** means Communication Assistant, the person who transliterates conversation from text to voice and from voice to text between two end users of WTRS (Source; CC Docket. 90-571, FCC 92-213, 7/26/96).
- **Call Duration** means the actual recorded length of time between the set-up at the Relay of the Call Set-Up and the Call Wrap-Up.
- **Call Set-Up** means the actual recorded length of time between the Calling Party connection to the CA and the CA out-dialing of the Called Party's number.
- **Call Wrap-Up** means the actual recorded length of time for the CA disconnection of the Called Party from the Calling Party.
- **Called Party** means the outbound leg of a Relay call, the person being called by the inbound leg or Calling Party.
- **Calling Party** means the inbound leg of a Relay call, the person placing a call to the Called Party.

- **Completed Outgoing Call** means an outgoing call that is answered by the Called Party that includes any person at the Called Party's number, answering machine, voice mail, or forwarded to another telephone number.
- **Confidential Information** means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, Relay users, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or, (iii) information expressly designed as confidential in writing by the State.
- **Contract** means the written agreement between the Contractor and the State covering the services to be performed pursuant to this Contract.
- **Contract Administrator** means the individual in the Division of Enterprise Technology responsible for administering the Contract including TRS and CTS Relay technology, enterprise telecommunication policy and operational day-to-day questions/issues.
- **Contract Manager** means the individual in the State Bureau of Procurement responsible for managing this Contract.
- **Contractor** means the company that is awarded a Contract.
- **CTS** means Captioned Telephone Service.
- **Customer Profile Database** means the database used in association with each inbound call for querying by name, telephone number and/or personal identification number (PIN), as defined in Customer Profile Retrieval, for all outbound calls.
- **Customer Profile Retrieval** means the ability of a TRS and/or CTS Relay user to access their customer profile from a telephone line other than the one associated with their profile (e.g., payphone, wireless device, etc.).
- **DET** means the Division of Enterprise Technology.
- **Department** means the Department of Administration.
- **Emergency Call** means when a Calling Party requests 9-1-1 or an emergency hotline.
- **FCC** means Federal Communications Commission.
- **FCC TRS Regulations** means Federal Communications Commission Telecommunications Relay Service Regulations in 47 C.F.R. s. 64.601 – 64.605 as amended from time to time which can be found at www.fcc.gov.
- **Functionally Equivalent** means performance in a TRS/CTS call of substantially the same function to achieve the same result as that in a voice-to-voice telephone call by individuals who do not need TRS/CTS for effective telecommunications.
- **General Assistance Calls** means a category of TRS and/or CTS Relay incoming call not associated with Called Party call attempt because of such reasons as, but not limited to: either the CA or the Calling Party cannot hear or read the other due to technical problems, the Calling Party may only be seeking information from the CA, the Calling Party may have misdialed, or the Calling Party may have forgotten the telephone number of the Called Party.
- **HCO** means Hearing Carryover, a reduced form of TRS where the person with a speech disability is able to listen to the other end user and, in reply, the CA speaks the

text as typed by the person with the speech disability. The CA does not type any conversation (Source: CC Docket. 90-571, FCC 91-213, 7/26/91).

- **Incoming Call** means the portion of the TRS and/or CTS Relay connection from the Calling Party to the Relay facility. Incoming calls may originate from either a telephone user or a TTY user.
- **Incomplete Outgoing Call** means an outbound call from the TRS and/or CTS Relay that is not answered by the Called Party due to ring-no-answer, busy line signal or busy trunk signal.
- **IP** means Internet Protocol.
- **M** means Million.
- **MBE** means Minority Business Enterprise.
- **NECA** means National Exchange Carriers Association, the company contracted by the FCC that oversees the FCC's TRS Fund (see URL address: www.neca.org).
- **Outgoing Call** means the portion of the TRS and/or CTS Relay connection from the Relay facility to the Called Party.
- **P.01** means a standard or grade of service upon which blocked calls are measured meaning the probability that one call in one hundred calls may be blocked.
- **Personally Identifiable Information or PII** means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or, (e) the individual's unique biometric data, including fingerprinting, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.
- **Proposal** means the complete response of a Contractor submitted on the approved forms and setting forth the Contractor's prices for providing the services described in RFP 27927-LAA.
- **PSAP** means Public Safety Answering Point, the facility designated to receive 9-1-1 calls and route them to emergency services personnel as provided in 47 C.F.R. 64.3000©.
- **PSC** means Wisconsin's Public Service Commission.
- **Queue** means the Relay system holds callers until a CA becomes available.
- **Relay** means Telecommunications Relay Service and/or Captioned Telephone Service, a telecommunication system that uses operators or Communications Assistants (CA) to facilitate telephone calls between people with hearing and speech disabilities and other individuals.
- **Relay Operator** means Communications Assistant (CA).
- **Request for Proposal (RFP)** means the competitive procurement process used by the State to establish a TRS and/or CTS Relay Contract.
- **SBOP** means the Department of Administration's State Bureau of Procurement.
- **Service Outage** means a complete failure of the TRS and/or CTS equipment used to process calls that renders the Relay one-hundred percent (100%) incapable of processing Relay calls.

- **Speech-to-Speech Relay** means a form of Relay that provides Communication Assistants (CA) for people with speech disabilities who have difficulty being understood on the telephone.
- **STS** means Speech-to-Speech.
- **State** means the State of Wisconsin.
- **Subcontract** means any agreement, written or oral, financial or non-financial, between the Contractor and any other party to fulfill the requirements and performance obligations of the Contract, including any agreement between the Contractor or a Subcontractor and any other provider of services when the Subcontractor is acting for or on behalf of the Contractor.
- **Subcontractor** means any entity that enters into any agreement with the Contractor for the purpose of delivering Telecommunications Relay Service and/or Captioned Telephone Service Relay to the State.
- **Switch** means Contractor's telephone switching equipment.
- **Telecommunications Relay Service** means a telephone transmission system that provides the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. Such term includes services that enable two-way communication between an individual who uses a text telephone or other non-voice terminal device and an individual who does not use such devices.
- **Telecommuting** means working off-site or the process of commuting to the office through a communications link.
- **TEPP** means Telecommunications Equipment Purchase Program.
- **Termination** means the ending of this Contract for any reason before the intended conclusion of its term.
- **TRS** means Telecommunications Relay Service, a telecommunication system that uses operators or Communication Assistants (CA) to facilitate telephone calls between people with hearing and speech disabilities and other individuals.
- **True Caller ID** means Relay users who subscribe to Caller ID services from their local telephone provider are able to view the originating telephone number of the Calling Party rather than the telephone number of the Relay Service processing the Relay call.
- **TSP** means the FCC's Telecommunications Service Priority program which provides national security and emergency preparedness users priority authorization of telecommunications services that are vital to coordinating and responding to crises.
- **TTY** means a teletypewriter which facilitates typewritten communication through a standard telephone line.
- **TTY to TTY Call** means a TTY user opting to use the TRS to contact another TTY user when an internal switchboard or some other automated voice response system prevents the TTY from calling direct.
- **TTY User** means a person using a TTY or similar device to communicate over a telephone line.
- **User** means either the Calling Party or the Called Party.
- **VCO** means Voice Carryover.

- **Voice Carryover Relay Service** means a form of TRS where the person with the hearing disability is able to speak directly to the other end user. The CA types back to the person with the hearing disability. The CA does not voice the conversation. (Source: CC Docket No. 90-571, FCC 91-213, 7/26/91).
- **Work** means all of the services and other obligations to be provided by Sprint to the State and the Department under this Contract.
- **WTRS** means Wisconsin's Contracted Telecommunications Relay Service and Captioned Telephone Relay Service.

II. GENERAL TERMS

A. Termination/Expiration

- a. **Termination for Cause.** The State may terminate this Agreement after providing the Contractor with thirty (30) days written notice (Termination Notice) of the failure to perform under the terms of this Agreement, and after a reasonable opportunity to cure within 30 days from receipt of the Termination Notice, if Contractor fails to cure the matter. The State also may terminate this Agreement, without providing an opportunity to cure, if the Contractor:
- fails to follow the sales and use tax certification requirements of s. 77.66 Wis. Stats.;
 - has a delinquent Wisconsin tax liability;
 - fails to follow the non-discrimination or affirmative action requirements of subch II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
 - is or becomes a federally debarred Contractor;
 - is or becomes identified on the list of parties excluded from federal or state procurement and non-procurement contracts;
 - fails to maintain and keep in force all required insurance, permits or licenses required in this Contract.
 - fails to maintain the State's Confidential Information; or
 - files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity.

In the event of a Termination by the State, the State shall be liable for payments, less any retainage, for Deliverables accepted prior to the date of Termination.

The Contractor may terminate this Contract after providing the State with thirty (30) days written notice of the State's right to cure a failure to perform under the terms of this Contract. In the event of a Termination by the Contractor, the State shall be liable for payments, less any retainage, for Deliverables accepted prior to date of the Termination.

- b. **Termination for No Cause.** The State may terminate the Contract at any time, without cause, by providing a written notice to Contractor at least sixty (60) days in advance of the intended date of Termination. Contractor shall, in the event of such Termination, be entitled to receive compensation for any fees owed. Contractor shall also be compensated for partially completed tasks within

Deliverables that have not been accepted. In this event, compensation for such partially completed tasks shall be no more than the percentage of completion of the tasks requested, at the sole discretion of the State, multiplied by the corresponding payment for completion of the whole Deliverable as set forth in the Payment Schedule. Alternately, at the sole discretion of the State, Contractor may be compensated for the actual service hours provided.

The State also may terminate this Contract, without penalty, if the Legislature fails to appropriate the funds necessary to complete this Contract.

- c. **Other Remedies.** Termination of this Contract by either party in accordance with the provisions of this Section shall be without prejudice to any other remedies that such party may have in law or equity.
- d. **Release.** Upon the Termination of this Contract for any reason, each party shall be released from all obligations to the other arising after the date of Termination Date, except for those that by their terms survive such Termination.
- e. **Survival.** All terms of this Agreement, which by their language or nature would survive the expiration or termination of this Contract, shall survive.

B. Confidential, Proprietary, and Personally Identifiable Information

In connection with the performance of Work hereunder, it may be necessary for the State to disclose to the Contractor certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (PII). For a period of three (3) years from the date of this Contract's termination, the Contractor shall maintain the confidentiality of all such information that is clearly identified as confidential, proprietary, or that contains Personally Identifiable Information at the time of first disclosure to the Contractor, by using the same degree of care that the Contractor takes to hold in confidence its own proprietary information of a similar nature. However, except as to Personally Identifiable Information the Contractor shall not be required to keep confidential any information which is or becomes publicly available without fault on the part of the Contractor, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties. The Contractor shall require all of its employees, agents and representatives assigned to work on this Contract to read and sign a non-disclosure statement protecting the State's confidential, proprietary, and Personally Identifiable Information. The Contractor shall be responsible for any breach of this provision by any of its employees, agents and representatives.

C. Warranties

Except as expressly provided in this Contract or the applicable Service Level Agreement products and services are provided "AS IS." The Contractor disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services or software.

- a. **Acceptable Use Policy.** To the extent practicable, the Relay user shall conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by the Contractor. However, in the event of any conflict between the Contractor's privacy law and this Contract, this Contract shall take precedence.
- b. **Limitation of Liability.** Neither party shall be liable for any consequential, incidental, or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.
- c. **Contractor Disclaimer.** The Contractor shall not be responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from the content of any information transmitted by, accessed, or received through Contractor's provision of the Products and Services to Relay users, including, but not limited to, claims: (i) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (ii) for infringement of patents arising from the use of equipment, hardware or software not provided by the Contractor; or (iii) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content not committed by Sprint.
- d. **Unauthorized Access / Hacking.** Sprint is not liable for unauthorized third party access to, or alteration, theft, or destruction of Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or Customer premise equipment.

III. PRICING

The Contractor's per-billable minute rate is a single per-billable minute rate for the cost of Billable Minutes that includes the cost of the actual Telecommunications Relay and Captioned Telephone Relay Services, as well as all costs associated with meeting or fulfilling all mandatory requirements herein (Attachment A).

Contractor's per-billable minute pricing shall remain firm for the term of this Contract.

Price reductions passed on to other Contractor's Relay users due to lowering of costs in the Relay industry shall be offered at the same ratio to the State. Prices may be lowered at any time. Failure on the part of the Contractor to promptly accord such industry-wide price decreases to the State may constitute a breach and the Contract may be cancelled or terminated. The State may award any such cancelled or terminated Contract to the next lowest original proposer if it is determined by the Department to be in the State's best interest.

- A. **Telecommunications Relay Service:** \$1.27 per Billable Minute.
- B. **Captioned Telephone Relay Service:** \$1.77 per Billable Minute.

- C. **Monthly Invoice:** Monthly invoice for payment shall be received by the twenty-first (21st) day of each month and sent the State at the following address:

Department of Administration, Division of Enterprise Technology
Attention: Jack R. Cassell (or Successor), Relay Contract Administrator
101 East Wilson Street, 8th Floor
P.O. Box 7844
Madison, WI 53707-7844

IV. **LIQUIDATED DAMAGES**

The Contractor acknowledges that damages will be incurred by the State for each working day past a scheduled delivery date of the Contractor's non-compliance with certain Contract obligations. The State shall have the right to liquidate those damages through deduction from the Contractor's invoices or by direct billing of the Contractor in the event an alternate provider is needed to ensure the continuation of Relay services in the State.

The Contractor and the State acknowledge that these damages are difficult to precisely determine, and that the amounts set forth below are damages and not a penalty.

The State shall assess liquidated damages in the event the Contractor fails to begin Relay service, as specified herein, on December 29, 2009 at 12:01 a.m., Central Standard Time. The Contractor shall be responsible for charges to the State at rates equal to the cost of continuance of Relay service with incumbent Contractor.

The State may also assess liquidated damages for the following conditions:

- Contractor's failure to meet a scheduled delivery date: Twenty-five hundred dollars (\$2,500) per day.
- Contractor's Relay (TRS and/or CTS) experiences a service outage in excess of any two (2) hours within a twenty-four (24) hour period: The amount of the number of hours of the service outage multiplied by the cost of the average number of billed hours in the prior calendar month. The State shall NOT assess liquidated damages should the service outage be the result of a national emergency, natural disaster or fire, provided Contractor follows all requirements and procedures for Notification of Disaster to the State and Written Report Following Notification of Disaster to the State (Attachment B).
- Contractor's failure to deliver to the Department's Contract Administrator any reports required herein, which report(s) shall include the mutually agreed upon content, format, method of delivery by the twenty-first (21st) day of each month (Attachments C and D): Twenty-five hundred dollars (\$2,500) per day per report.
- Contractor's failure to deliver to the Department's Contract Administrator a monthly invoice required herein, by the twenty-first (21st) day of each month following all

invoice requirements and procedures (Attachment E): Twenty-five hundred dollars (\$2,500) per day per invoice.

- Contractor's failure to provide a grade of service measuring P.01 or better as measured daily in Contractor's report statistics: Twenty-five hundred dollars (\$2,500) per day.
- Contractor's failure to provide an Average Speed of Service (ASA) that is equal to or greater than eighty-five percent (85%) of calls within ten (10) seconds with the ten (10) seconds beginning at the time the call is presented to the Contractor's network as measured daily in Contractor's report statistics: Twenty-five hundred dollars (\$2,500) per day.

V. OWNERSHIP OF INFORMATION AND DATA

The State shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the Contractor pursuant to this Contract.

Contractor certifies that it retains ownership rights to the materials, supplies, Relay customer service telephone numbers, and equipment necessary to execute this Contract. The Contract price shall include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the Contract, without exception. The Contractor shall pay all royalties and costs associated therewith, and shall hold the State harmless from any claims arising therefrom.

The parties do not contemplate that the Contractor will develop any new innovations specifically for the State of Wisconsin as a condition of this Contract and Contractor shall retain the ownership of all copyrights or patents on hardware, software, features, and other such technology that it uses to provide the Relay service on the effective date of this Contract. Any future patents or copyrights on technology or materials developed in the ordinary course of Contractor's Relay business shall at all times remain the property of Contractor. However, the parties acknowledge that the State may require the Contractor to develop certain technological features, innovations, or materials during the term of this Contract for which the State shall have ownership or for which the parties may negotiate on a case-by-case basis.

The Telecommunications Relay Service Customer Profile Database shall be transferred as set forth in FCC TRS Order, I.C.3.82, (Attachment F) requiring that the TRS Customer Profile Database be transferred from an outgoing TRS Contractor to the incoming successful TRS Contractor. Such data must be transferred in usable form at least sixty (60) days prior to the Contractor's last day of service, in order to ensure minimum disruptions to customer calls. The information shall be transferred in an ASCII delimited format or other State acceptable format.

Attachment A

Contractor Mandatory Requirements/Deliverables

1. General Proposal Requirements

- d. Contractor's appointed account representative shall be the single point of contact between the State and the Contractor. The account representative shall be knowledgeable of the terms and conditions of the Contract(s) and be authorized to make and implement decisions. Contractor's account representative shall be available to meet with Department's Contract Administrator, meet with State of Wisconsin Relay users as requested, and oversee all aspects, expectations and requirements of this Contract.
- B. Contractor's staff and representatives shall be knowledgeable of and comply with the terms and conditions of the Contract that shall include methods to handle the following operational processes.
 - a. Billing matters
 - b. Escalation contacts and process
 - c. Trouble reporting
 - d. Trouble resolution
 - e. Training
 - f. Overall account management
- C. Contract implementation/transition must occur with minimal disruption to Relay users. The final Contract implementation and transition plan shall be subject to Department's Contract Administrator approval.
- D. Contractor shall notify Department's Contract Administrator with as much advance notification as is possible regarding acquisitions, mergers or centralization efforts that could affect the Contract. The State retains the option to negotiate and implement benefits of an acquisition, merger or centralization effort that may be in the best interest of the State.
- E. Contractor shall respond to Department's Contract Administrator within three (3) business days after receiving notification from Department's Contract Administrator that a Relay user has placed a complaint about a Contractor staff member. Contractor management response shall include, but is not limited to, a plan to resolve problem with metrics for measurement to ensure correction.
- F. Subject to approval of DOA, Contractor may subcontract any work to be performed under the Contract. The State reserves the right to request additional information prior to such approval.
- G. Contractor shall provide good faith cooperation at the end of this Contract during implementation/transition to the next Contract.
- H. Contractor must provide to DOA a quarterly report of purchases of supplies and services necessary for the implementation of this Contract that includes Contractor's plan of action to utilize certified minority businesses in their company supply chain.

2. FCC Mandatory Minimum Standards for Telecommunications Relay Service

FCC Regulations for the Provision of Telecommunications Relay Services (TRS) pursuant to Title IV of the Americans with Disabilities Act (ADA), Pub. L. No. 101-336, § 401, 104 Stat. 327, 366-69 (adding Section 225 to the Communications Act of 1934), as amended, 47

U.S.C. § 225. Following are MANDATORY MINIMUM STANDARDS of 47 C.F.R. § 64.601 – 64.606 that must be met by the Contractor.

A. Operational Standards

a. Communications Assistant (CA)

- Contractor CAs are to be sufficiently trained to effectively meet the specialized communications needs of individuals with hearing and speech disabilities.
- Contractor CAs must provide typing speed of a minimum of sixty (60) words per minute. Technological aids may be used to reach the required typing speeds. Contractor must give oral-to-type tests of CA speed.
- Contractor CAs answering and placing a TTY-based TRS call must stay with the call for a minimum of ten (10) minutes. CAs answering and placing an STS call must stay with the call for a minimum of fifteen (15) minutes.
- TRS Contractor must make best efforts to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.
- Contractor's TRS shall transmit conversations between TTY and voice callers in real time.

b. Confidentiality and Content

- Except as authorized by section 705 of the Communications Act, 47 U.S.C. 605, CAs are prohibited from disclosing the content of any Relayed conversation regardless of content, and with limited exception for STS CAs, from keeping records of the content of any conversation beyond the duration of a call, even if to do so would be inconsistent with state or local law. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if he/she wants the CA to retain such information, or the CA may ask the caller if he/she wants the CA to repeat the same information during subsequent calls. The CA may retain the information only for as long as it takes to complete the subsequent call.
- Contractor CAs are prohibited from intentionally altering a Relayed conversation and, to the extent that it is not inconsistent with federal, state or local law regarding use of telephone company facilities for illegal purposes, must Relay all conversation verbatim unless the Relay user specifically requests summarization, or if the user requests interpretation of an American Sign Language (ASL) call. An STS CA may facilitate the call of an STS user with a speech disability so long as the CA does not interfere with the independence of the user, the user maintains control of the conversation, and the user does not object.

c. Types of Calls

- Consistent with the obligations of telecommunications carrier operators, Contractor CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing Relay services.
- Relay Contractor shall be capable of handling any type of call normally provided by telecommunications carriers unless the Commission determines that it is not technologically feasible to do so. Relay Contractor has the burden of proving the infeasibility of handling any type of call.

- Relay Contractor is permitted to decline to complete a call because credit authorization is denied.
 - Relay Contractor shall be capable of handling pay-per-call calls.
 - Relay Contractor is required to provide the following types of TRS calls:
Text-to-voice and voice-to-text
VCO, two-line VCO, VCO-to-TTY, and VCO-to-VCO
HCO, two-line HCO, HCO-to-TTY, HCO-to-HCO
 - Relay Contractor is required to provide the following features:
 - Call release functionality
 - Speed dialing functionality
 - Three-way calling functionality
 - d. Voice Mail and Interactive Menus. CAs must alert the TRS user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. Relay Contractor shall electronically capture recorded messages and retain them for the length of the call. Relay Contractor may not impose any charges for additional calls, which must be made by the Relay user in order to complete calls involving recorded or interactive messages.
 - e. TRS Contractor shall provide, as TRS features, answering machine and voice mail retrieval.
 - f. Emergency Call Handling Requirements for TTY-Based TRS Contractor. TTY-based TRS Contractor must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he/she had dialed 9-1-1 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner.
 - g. STS Called Numbers. Relay Contractor must offer STS users the option to maintain at the Relay center a list of names and telephone numbers which the STS user calls. When the STS user requests one of these names, the CA must repeat the name and state the telephone number to the STS user. This information must be transferred to any new STS provider.
- B. Technical Standards
- a. ASCII and Baudot. TRS Contractor shall be capable of communicating with ASCII and Baudot format, at any speed generally in use.
 - b. Speed of Answer
 - TRS Contractor shall ensure adequate TRS facility staffing to provide Relay callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.
 - Contractor's TRS facilities shall, except during network failure, answer eighty-five percent (85%) of all calls within ten (10) seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold. The ten (10) seconds begins at the time the call is delivered to the Contractor's TRS facility's network. Contractor's TRS facility shall ensure that adequate network facilities shall be used in conjunction with TRS so that under projected calling volume the probability of a busy response due to loop trunk congestion shall be

functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

- The call is considered delivered when the Contractor's TRS facility's equipment accepts the call from the local exchange carrier (LEC) and the public switched network actually delivers the call to Contractor's TRS facility.
 - Abandoned calls shall be included in the speed-of-answer calculation.
 - TRS Contractors compliance with this rule shall be measured on a daily basis.
 - Contractor's TRS system shall be designed to a P.01 standard.
 - A local exchange carrier (LEC) shall provide the call attempt rates and the rates of calls blocked between the LEC and Contractor's TRS facility to Relay administrators and TRS providers upon request.
- c. Equal Access to Inter-exchange Carriers. State TRS users shall have access to their chosen inter-exchange carrier through the TRS, and to all other operator services, to the same extent that such access is provided to voice users.
- d. TRS Facilities. Contractor's TRS shall operate every day, twenty-four (24) hours a day.
- e. Contractor's TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use.
- f. Technology. No regulation set forth in this subpart is intended to discourage or impair the development of improved technology that fosters the availability of telecommunications to person with disabilities. TRS facilities are permitted to use Signaling System 7 (SS7) technology or any other part of similar technology to enhance the functional equivalency and quality of TRS. TRS facilities that utilize Signaling System 7 (SS7) technology shall be subject to the Calling Party Telephone Number rules set forth at 47 CRF 64.1600 et seq.
- g. Caller ID. When a Contractor's TRS facility is able to transmit any calling party identifying information to the public network, Contractor's TRS facility must pass through, to the called party, at least one of the following:
- The number of the TRS facility
 - 7-1-1
 - The 10-digit number of the calling party
- B. Functional Standards
- a. Consumer Complaint Logs
- State and Contractor must maintain a log of consumer complaints including all complaints about TRS in the State, whether filed with the TRS Contractor or the State, and must retain the log until the next application for certification is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.
 - State and TRS Contractor shall submit summaries of logs indicating the number of complaints received for the twelve (12) month period ending May 31 to the Commission by July 1 of each year.
- b. Contact Persons. State TRS Programs and TRS Contractor must submit to the Commission a contact person and/or office for TRS consumer information and complaints about a certified State TRS Program's provision of intra-state TRS, or, as appropriate, about the TRS Contractor's service. This submission must include, at a minimum, the following:

- The name and address of the office that receives complaints, grievances, inquiries, and suggestions;
 - Voice and TTY telephone numbers, fax number, e-mail address, and web address;
 - The physical address to which correspondence should be sent.
- c. **Public Access to Information.** Carriers, through publication in their directories, periodic billing inserts, placement of TRS instructions in telephone directories, through directory assistance services, and incorporation of TTY numbers in telephone directories, shall assure that callers in their service areas are aware of the availability and use of all forms of TRS. Contractor's efforts to educate the public about TRS should extend to all segments of the public, including individuals who are hard of hearing, speech disabled, and senior citizens as well as members of the general population. In addition, each common carrier providing telephone voice transmission services shall conduct ongoing education and outreach programs that publicize the availability of 7-1-1 access to TRS in a manner reasonably designed to reach the largest number of consumers possible.
- d. **Rates.** TRS users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.

3. Additional Telecommunications Relay Service (TRS) Technical Requirements

- A. Contractor's TRS centers supporting this Contract shall be located within the United States.
- B. TRS users shall be able to place calls through Contractor's TRS from within Wisconsin to any point in the world as well as place calls from all points outside Wisconsin to any point within Wisconsin.
- C. Contractor's TRS system shall be capable of answering incoming 7-1-1 calls first in voice mode, then in TTY, and then ASCII. Contractor's system shall partition incoming 7-1-1 calls from other toll-free incoming calls for monitoring purposes.
- D. Contractor's TRS shall use the following toll-free telephone numbers:
- 800-947-6644 Voice
 - 800-947-3529 TTY
 - 800-272-1773 ASCII
 - 800-267-8867 ASCII
 - 800-833-7637 Speech-to-Speech
 - 800-833-7813 Spanish-to-Spanish
- E. Contractor shall be responsible for coordinating publication of above telephone numbers in all telephone company directories that are distributed within the State. Publication in the telephone company directories shall also include an explanation of Telecommunications Relay Services.
- F. The State retains ownership of above toll-free telephone numbers and any other publicly published telephone numbers associated with Telecommunications Relay Service in the State of Wisconsin.
- G. TRS Contractor shall provide the following types of TRS calls in addition to the minimum required in § 64.604 of the FCC mandatory minimum requirements:
- TTY-to-TTY
 - Reverse two-line VCO
 - Spanish-to-Spanish

- Other non-English language translation, if available
- H. VCO and HCO shall be provided by Contractor on a level that allows State's TRS users to adequately hear and/or be heard.
- I. Contractor's TRS system shall have call transfer capabilities, e.g., CA to CA.
- J. Contractor's TRS system shall provide calling party intercept messages.
- K. TRS circuits used to process calls to any Relay center owned and operated by the Contractor must participate in the Telecommunications Service Priority (TSP) program with a minimum priority level three (3) as defined at URL <http://tsp.ncs.gov/tsp/abouttsp.html>.
- L. Contractor's CA performance of their Relay function shall be physically located and performed within Contractor's TRS center(s) facility ONLY. Telecommuting shall not be allowed with the exception of those situations outlined in Disaster Recovery, Continuity of Operations and Pandemic Plans of this Contract.
- M. Workspace Accommodations for Call Privacy and Confidentiality. Contractor's TRS center(s) shall be constructed and operated in such a manner as to ensure call privacy and confidential CA workspace. CA workspace equipment and structural accommodations shall prevent Relay users on one call from overhearing a CA processing another call. Such incidents shall be considered a breach of confidentiality on the part of the TRS Contractor.
- N. Contractor's TRS system shall provide CA's the ability to request a supervisor's assistance by initiating an audible and visual alarm with a touch of a button that clearly identifies the location of the CA.
- O. Security. Contractor's TRS center(s) shall be constructed and operated in such a manner that access to CA position workplace is denied to the public and unauthorized employees of the Contractor.
- P. Speech-to-Speech
 - a. Contractor shall allow speech-to-speech TRS users to choose, either on a call-by-call basis and in their customer profile, whether or not the other party shall be allowed to hear the speech disabled person's voice. This applies to both calling and called party users.
 - b. Contractor CAs who may handle a speech-to-speech call, including currently employed and potential new hires, shall have their hearing tested prior to handling speech-to-speech calls to measure their ability to understand people with a variety of speech disabilities. Hearing test shall score at a minimum:
Ninety-two percent (92%) or higher in each ear using a fifty (50) word W-22 or NU6 (Northwestern University Auditory Test No. 6 word list) speech recognition test.
Hearing acuity of 20 decibel (dB) or less in each ear using a pure tone test.
 - c. Contractor shall obtain a written hearing test result for each CA providing TRS speech-to-speech from an audiologist that is state licensed or certified by the American Speech-Language-Hearing Association with a Certificate of Clinical Competence in Audiology (CCC-A). Upon request Contractor shall provide written verification that CAs either meet or exceed the speech-to-speech requirements of this Contract.
- Q. Customer Profile Database. Contractor shall incorporate software capable of storing a Customer Profile Database for TRS users who request this function.
- R. Toll-Free Telephone Support (Customer Service). Contractor shall provide toll-free telephone number(s) that are accessible from anywhere within the State for the purpose of telephone support (customer service) for TRS users.

S. Education and Outreach

- a. Contractor shall provide an education and outreach program for State TRS users. This shall be accessible statewide, in a format easily understood by the user and updated as changes to the TRS occur.
- b. Contractor shall promote the TRS by advertising the existence and use of TRS in Wisconsin.
- c. Contractor shall be responsible for monitoring that every telephone company directory in Wisconsin clearly and accurately lists the TRS access numbers. Additionally, explanation of TRS services shall be printed in each directory. Contractor's annual billing inserts or direct mailing activities educating the public about TRS shall be encouraged. Problems in this regard shall be reported to the Department's Contract Administrator.

T. Contractor TRS Technologies Development. Contractor shall advise the State of new TRS technologies and offer opportunities to participate in pilot programs.

U. Disaster Recovery, Continuity of Operations and Pandemic Plans

- a. Contractor shall have plans, documented in writing, for disaster recovery, continuity of operations and pandemic. These plans shall deal with all types of natural and man-made disasters including, but not limited to, terrorism, loss of structure(s), loss of infrastructure, loss of switching equipment, telephone line cut and pandemic type illness. Plans shall contain detailed levels of escalation that shall be deployed for handling of potential disasters to provide continuity of TRS operations with little or no impairment to the Relay services.
- b. Disaster recovery, continuity of operations and pandemic plans shall be reviewed and updated as necessary to accommodate changes in staff, contact information, etc., communicated within Contractor's organization and safeguarded in multiple locations in multiple formats (e.g., electronic, printed, etc.).
- c. Upon request Contractor shall provide a copy of their disaster recovery, continuity of operations and pandemic plans to the State for review.

4. **FCC Mandatory Minimum Standards for Captioned Telephone Relay Service**

FCC Regulations for the Provision of Captioned Telephone Relay Services (CTS) pursuant to Title IV of the Americans with Disabilities Act (ADA), Pub. L. No. 101-336, § 401, 104 Stat. 327, 366-69 (adding Section 225 to the Communications Act of 1934), as amended, 47 U.S.C. § 225. Following are MANDATORY MINIMUM STANDARDS of 47 C.F.R. § 64.601 – 64.606 that must be met by the Contractor.

CTS Relay shall meet all provisions of FCC CC Docket No. 98-67 DECLARATORY RULING released August 1, 2003 with exception of the following: STS, HCO, CA requirements (interpretation of typewritten American Sign Language (ASL), oral-to-type tests, not refusing single or sequential calls, gender preferences), interrupt functionality, call release, and ASCII and Baudot format.

A. Operational Standards

a. Confidentiality and Conversation Content

- Except as authorized by section 705 of the Communications Act, 47 U.S.C. 605, Contractor CAs are prohibited from disclosing the content of any Relayed conversation regardless of content.
- Contractor CAs are prohibited from intentionally altering a Relayed conversation and, to the extent that it is not inconsistent with federal, state or local law regarding use of telephone company facilities for illegal purposes.

B. Technical Standards

a. Speed of Answer

- CTS Contractor shall ensure adequate CTS facility staffing to provide Relay callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.
- Contractor's CTS facilities shall, except during network failure, answer eighty-five percent (85%) of all calls within ten (10) seconds by any method which results in the Relay caller's call immediately being placed, not put in a queue or on hold. The ten (10) seconds begins at the time the call is delivered to the Contractor's CTS facility's network. Contractor's CTS facility shall ensure that adequate network facilities shall be used in conjunction with CTS so that under projected calling volume the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.
 - The call is considered delivered when the Contractor's CTS facility's equipment accepts the call from the local exchange carrier (LEC) and the public switched network actually delivers the call to the Contractor's CTS facility.
 - Abandoned calls shall be included in the speed-of-answer calculation.
 - CTS Contractor's compliance with this rule shall be measured on a daily basis.
 - Contractor's CTS system shall be designed to a P.01 standard.
 - A local exchange carrier (LEC) shall provide the call attempt rates and the rates of calls blocked between the LEC and the Contractor's CTS facility to Relay administrators and CTS Contractor upon request.

b. Equal Access to Inter-exchange Carriers. CTS users shall have access to their chosen inter-exchange carrier through the Contractor's CTS, and to all other operator services, to the same extent that such access is provided to voice users.

c. CTS Facilities. Contractor's CTS shall operate every day, twenty-four (24) hours a day.

d. Contractor's CTS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use.

e. Technology. No regulation set forth in this subpart is intended to discourage or impair the development of improved technology that fosters the availability of telecommunications to person with disabilities. Contractor's CTS facilities are permitted to use Signaling System 7 (SS7) technology or any other part of similar technology to enhance the functional equivalency and quality of CTS. Contractor's CTS facilities that utilize Signaling System 7 (SS7) technology shall be subject to the Calling Party Telephone Number rules set forth at 47 CRF 64.1600 et seq.

f. Caller ID. When a Contractor's CTS facility is able to transmit any calling party identifying information to the public network, the Contractor's CTS facility must pass through, to the called party, at least one of the following:

The number of the CTS facility

The 10-digit number of the calling party

C. Functional Standards

- a. **Consumer Complaint Logs**
 - State and Contractor must maintain a log of consumer complaints including all complaints about CTS in the State, whether filed with the CTS Contractor or the State, and must retain the log until the next application for certification is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.
 - State and CTS Contractor shall submit summaries of logs indicating the number of complaints received for the twelve (12) month period ending May 31 to the Commission by July 1 of each year.
 - d. **Contact Persons.** State CTS Programs and CTS Contractor must submit to the Commission a contact person and/or office for CTS consumer information and complaints about a certified State CTS Program's provision of intra-state CTS, or, as appropriate, about the CTS Contractor's service. This submission must include, at a minimum, the following:
 - The name and address of the office that receives complaints, grievances, inquiries, and suggestions;
 - Voice and TTY telephone numbers, fax number, e-mail address, and web address;
 - The physical address to which correspondence should be sent.
 - c. **Public Access to Information.** Carriers, through publication in their directories, periodic billing inserts, placement of CTS instructions in telephone directories, through directory assistance services, and incorporation of TTY numbers in telephone directories, shall assure that callers in their service areas are aware of the availability and use of all forms of CTS. Efforts to educate the public about CTS should extend to all segments of the public, including individuals who are hard of hearing and senior citizens as well as members of the general population. In addition, each common carrier providing telephone voice transmission services shall conduct ongoing education and outreach programs in a manner reasonably designed to reach the largest number of consumers possible.
 - d. **Rates.** CTS users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.
- 5. Additional Captioned Telephone Relay Service (CTS) Technical Requirements**
- A. Contractor's CTS center shall be located within the United States.
 - B. CTS users shall be able to place calls through the Contractor's CTS Relay from within Wisconsin to any point in the world as well as place calls from all points outside Wisconsin to any point within Wisconsin.
 - C. Contractor's CTS Relay shall use the following toll-free telephone numbers:
888-269-7477 Captioned Telephone (Voice and TTY)
866-670-9134 Captioned Telephone (Spanish-to-Spanish)
 - D. Contractor shall be responsible for coordinating publication of the above telephone numbers in all telephone company directories that are distributed within the State. Publication in the telephone company directories shall also include an explanation of Captioned Telephone Relay Services.
 - E. Contractor's CTS system shall provide calling party intercept messages.
 - F. Contractor's CA performance of their CTS function shall be physically located and performed within Contractor's CTS center(s) facility ONLY. Telecommuting shall not

be allowed with the exception of those situations outlined Disaster Recovery, Continuity of Operations and Pandemic Plans of this Contract.

- G. Workspace Accommodations for Call Privacy and Confidentiality. Contractor's CTS center(s) shall be constructed and operated in such a manner as to ensure call privacy and confidential CA workspace. CA workspace equipment and structural accommodations shall prevent CTS users on one call from overhearing a CA processing another call. Such incidents shall be considered a breach of confidentiality on the part of the CTS Contractor.
- H. Contractor's CTS system shall provide CA's the ability to request a supervisor's assistance by initiating an audible and visual alarm with a touch of a button that clearly identifies the location of the CA.
- I. Security. Contractor's CTS center(s) shall be constructed and operated in such a manner that access to CA position workplace is denied to the public and unauthorized employees of the Contractor.
- J. Toll-Free Telephone Support (Customer Service). Contractor shall provide toll-free telephone number(s) that are accessible from anywhere within the State for the purpose of telephone support (customer service) for CTS users.
- K. Education and Outreach
 - a. Contractor shall provide an education and outreach program for Relay customers. This shall be accessible statewide, in a format easily understood by the users and updated as changes to the Contractor's CTS Relay occur.
 - b. Contractor shall promote the CTS Relay by advertising the existence and use of Contractor's CTS in Wisconsin.
 - c. Contractor shall be responsible for monitoring that every telephone company directory in Wisconsin clearly and accurately lists the Contractor's CTS Relay access numbers. Additionally, an explanation of CTS Relay services shall be printed in each directory. Contractor's annual billing inserts or direct mailing activities educating the public about CTS Relay services shall be encouraged. Problems in this regard shall be reported to the Department's Contract Administrator.
- L. Technology Development. Contractor shall advise the State of new CTS technologies and offer opportunities to participate in pilot programs.
- M. Disaster Recovery, Continuity of Operations and Pandemic Plans
 - a. Contractor shall have plans, documented in writing, for disaster recovery, continuity of operations and pandemic. These plans shall deal with all types of natural and man-made disasters including, but not limited to, terrorism, loss of structure(s), loss of infrastructure, loss of switching equipment, telephone line cut and pandemic type illness. Plans shall contain detailed levels of escalation that shall be deployed for handling of potential disasters to provide continuity of CTS operations with little or no impairment to the Relay services.
 - b. Disaster recovery, continuity of operations and pandemic plans shall be reviewed and updated as necessary to accommodate changes in staff, contact information, etc., communicated within Contractor's organization and safeguarded in multiple locations in multiple formats (e.g., electronic, printed, etc.).
 - c. Upon request Contractor shall provide a copy of their disaster recovery, continuity of operations and pandemic plans to the State for review.

Attachment B

Notification of Disaster to the State Written Report Following Notification of Disaster to the State

Notification of Disaster to the State. Contractor shall notify Department's Contract Administrator, using a mutually agreed upon format(s) and method of contact, within fifteen (15) minutes of any disaster or event that impedes access to or processing of Telecommunications Relay Service and/or Captioned Telephone Relay Service operations affecting multiple callers for a period of more than thirty (30) minutes.

Written Report Following Notification of Disaster to the State. Contractor shall provide to Department's Contract Administrator, using a mutually agreed upon format(s) and method of delivery and within three (3) calendar days following Telecommunications Relay Service and/or Captioned Telephone Relay Service resumption of operation after a Notification of Disaster to the State, a written report containing, but not limited to, the following information:

- How the problem occurred.
- When the problem occurred.
- What was required to correct the problem.
- Time and date with the Relay resumed full operation.

Attachment C

Telecommunications Relay Service Report

Monthly reports shall be generated by the Contractor to the Department's Contract Administrator and must be received by the twenty-first (21st) day of each month. Reports shall include, but are not limited to:

- Number of CAs hired.
- Blockage, based on P.01 standard.
- Number of daily incoming calls broken down by abandoned, general assistance and busy.
- Number of completed outgoing Telecommunications Relay Service calls.
- Average daily call handling time (total time a customer is connected to a CA), in seconds, broken down by talk time, call set-up and call wrap-up time.
- Average daily CA answer time, in seconds, with a range of answer times for the month.
- Number of calls broken down in the following length of call increments:
 - 0 to 5 minutes
 - 5+ to 10 minutes
 - 10+ to 15 minutes
 - 15+ to 20 minutes
 - 20+ to 30 minutes
 - 30+ to 40 minutes
 - 40+ to 50 minutes
 - 50+ to 60 minutes
 - 60+ minutes
- Number of call types and total minutes for the following:
 - Intra-state
 - Inter-state
 - Local
 - International
 - Outbound toll-free numbers
 - Spanish
 - Inbound 7-1-1
 - Speech-to-Speech
 - Outbound 900/976
 - Directory assistance
- Number of calls originated in the following categories:
 - Voice
 - Spanish
 - TTY
 - ASCII
 - VCO
 - HCO
 - Speech-to-Speech
 - VCO to VCO
- A composite annual report

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- Total percent of inbound call minutes handled in Contractor's primary TRS facility serving Wisconsin TRS Relay users vs. total percent of inbound call minutes handled in any other Contractor TRS facility serving Wisconsin TRS Relay users.

The Department's Contract Administrator may request changes in report format and content at no additional cost to the State.

Attachment D

Captioned Telephone Relay Service Report

Monthly reports will be generated by the Contractor to the Department's Contract Administrator and must be received by the twenty-first (21st) day of each month. Reports shall include, but are not limited to:

- Blockage, based on P.01 standard.
- Number of daily incoming calls broken down by abandoned, general assistance and busy.
- Number of completed outgoing Captioned Telephone Relay calls.
- Average daily call handling time (total time a customer is connected to a CA), in seconds, broken down by talk time, call set-up and call wrap-up time.
- Average daily CA answer time, in seconds, with a range of answer times for the month.
- Number of calls broken down in the following length of call increments:
 - 0 to 5 minutes
 - 5+ to 10 minutes
 - 10+ to 15 minutes
 - 15+ to 20 minutes
 - 20+ to 30 minutes
 - 30+ to 40 minutes
 - 40+ to 50 minutes
 - 50+ to 60 minutes
 - 60+ minutes
- Number of call types and total minutes for the following:
 - Intra-state
 - Inter-state
 - Local
 - International
 - Outbound toll-free numbers
 - Spanish
 - Outbound 900/976
 - Directory assistance
- A composite annual report
- Total percent of inbound call minutes handled in Contractor's primary CTS Relay facility serving Wisconsin CTS Relay users vs. total percent of inbound call minutes handled in any other Contractor CTS Relay facility serving Wisconsin CTS Relay users.

The Department's Contract Administrator may request changes in report format and content at no additional cost to the State.

Attachment E

**Telecommunications Relay Service and Captioned Telephone Relay Service
Monthly Invoice Requirements and Procedures**

Time for each Billable Minute shall be recorded to the nearest one one-hundredth (1/100th) of a minute. All Billable Minutes from the calendar month shall be added and rounded to the nearest minute. This total shall be the amount of Billable Minutes billed to the State.

Contractor shall not bill the State for Billable Minutes used during which the calling party receives intercept messages attributed to service affecting events.

Contractor shall be responsible for seeking reimbursement for the processing of inter-state and international calls from the FCC appointed fund administrator. At present NECA functions in this capacity.

FCC and NECA reimbursed minutes, including intra-state, inter-state, international and toll-free shall be reported to the Department's Contract Administrator on the State's monthly invoice.

Contractor's monthly invoice to the State shall include a statement certifying the accuracy of all data used to generate the charges. Information regarding the individual authorized by the Contractor to certify accuracy of data shall be on the invoice including a signature line, signature, e-mail address, fax number and telephone number.

Contractor's monthly invoice to the State shall be received by the Department's Contract Administrator by the twenty-first (21st) day of each month.

Attachment F

FCC TRS Order, I.C.3.82

47 CFR Part 64.604.(c)(7) Treatment of TRS customer information. Beginning on July 21, 2000, all future contracts between the TRS administrator and the TRS vendor shall provide for the transfer of TRS customer profile data from the outgoing TRS vendor to the incoming TRS vendor. Such data must be disclosed in usable form at least 60 days prior to the provider's last day of service provision. Such data may not be used for any purpose other than to connect the TRS user with the called parties desired by that TRS user. Such information shall not be sold, distributed, shared or revealed in any other way by the relay center or its employees, unless compelled to do so by lawful order.

Contract 15-91579-902
Telecommunications Relay Service and Captioned Telephone Relay Service

Wisconsin Department of Administration
Chs. 16, 19, 51
DOA-3054 (R10/2005)

**Standard Terms And Conditions
(Request for Bids/Proposals)**

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- ~~**6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements. Removed by the State 11/12/2009.~~
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

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Telecommunications Relay Service and Captioned Telephone Relay Service

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts..

- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

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- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
 - 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - 23.3** The State reserves the right to negotiate higher limits, or to require lower limits, as may be determined from time to time by the State of Wisconsin's Bureau of Risk Management.
- ~~**24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract. Removed by the State 11/12/2009.~~
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** The parties do not contemplate that the Contractor will develop any new innovations specifically for the State of Wisconsin as a condition of this Contract and Contractor shall retain the ownership of all copyrights or patents on hardware, software, features, and other such technology that it uses to provide the relay service on the effective date of this Contract. Any future patents or copyrights on technology or materials developed in the ordinary course of Contractor's relay business shall at all times remain the property of Contractor. However, the parties acknowledge that the State may require the Contractor to develop certain technological features, innovations, or materials during the term of this Contract for which the State shall have ownership or for which the parties may negotiate on a case-by-case basis.
 - 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

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- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

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State of Wisconsin
Department of Administration
DOA-3681 (01/2001)
ss. 16, 19 and 51, Wis. Stats.



Division of Agency
Services
Bureau of Procurement

**Supplemental Standard Terms and Conditions
for Procurements for Services**

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

5.0 EMPLOYMENT: The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

6.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

<p>Contract 15-91579-902 Telecommunications Relay Service and Captioned Telephone Relay Service</p>

- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

Appendix L:
**Copies of Phone Bill with Surcharge Rate or Legislative
Order**

State of Wisconsin's Method of TRS Funding

Wisconsin TRS fund is based on PSC law states in 89-90 Wis. States. Regulation of Public Utilities 196.91:

"196.858 Assessment for telephone relay service.

- (1) The commissions shall annually assess against local exchange and interexchange telecommunications utilities the total, not to exceed \$5,000,000, of the amounts appropriated under s.20.505(4)(is).
- (2) The commission shall assess a sum equal to the annual total to local exchange and interexchange telecommunications utilities in proportion to their gross operating revenues during the last calendar year. If total expenditures for telephone relay service exceeded the payment made under this section in the prior year, the commission shall charge the remainder to assessed telecommunications utilities in proportion to their gross operating revenues during the last calendar year. A telecommunications utility shall pay the assessment within 30 days after the bill has been mailed to the assessed telecommunication utility. The bill constitutes notice of the assessment and demand of payment. Payments shall be credited to the appropriation under s.20.505(4)(is).
- (3) Section 196.85 (3) to (8), as it applies to assessments under s. 196.85 (1) or (2), applies to assessments under this section.
- (4) Fees assessed under this section may be used to calculate the credit under s. 7638 (5r).

Historical reference listed is 1989 a.336.

The reference 20.505(4)(is) reads:

"Relay service. The amounts in the schedule for a statewide telecommunications relay service and for general program operations. All moneys received from the assessments authorized under s.196.858 shall be credited to this appropriation."

In the nutshell:

Each year, the Wisconsin TRS Program Administrator will calculate how much amount the TRS Program in the current Fiscal Year has spent and project the amount of expenditures based on the amount of billable minutes for the next Fiscal Year. As s/he reports the current Fiscal Year expenditures and projected expenditures in next Fiscal Year to the Wisconsin Public Service Commission (PSC), PSC then looks at the current amount assessed and amount actually spent. They then adjust the assessment for the next Fiscal Year upon that figure.